

PERC copy

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE TOWNSHIP OF LITTLE EGG HARBOR
OCEAN COUNTY, NEW JERSEY**

AND

**THE POLICEMAN'S BENEVOLENT ASSOCIATION
LOCAL 295**

JANUARY 1, 2001 THROUGH DECEMBER 31, 2003

Policeman's Benevolent Association, Local 295

ARTICLE 1

ASSOCIATION RECOGNITION

A. The Township hereby recognizes PBA Local 295 as the sole and exclusive representative of all sworn officers from the rank of sergeants and below for the purpose of bargaining with respect to rates of pay, wages, hours of work and other working conditions. The collective negotiations unit shall exclude all other employees.

B. The title "Police Officer" includes all "regular" police officers, police officers assigned to the plainclothes unit, and special police officers, but shall not include superior officers, clerical employees, public safety telecommunicators, matrons, all managerial, executive, confidential, and supervisory employees other than sergeants within the meaning of the New Jersey Public Employer-Employee Relations Act, conditionally appointed employees [N.J.A.C. 4A:4-1.4]; provisionally appointed employees [N.J.A.C. 4A:4-1.5]; interim employees [N.J.A.C. 4A:4-1.6]; temporary employees [N.J.A.C. 4A:4-1.7]; employees appointed on an emergency basis [N.J.A.C. 4A:4-1.8]; employees subject to temporary transfers [N.J.A.C. 4A:4-7.1(d)] or emergency transfers [N.J.A.C. 4A:4-7.1(e)]; all other employees.

C. Union acknowledges that the Township is a "merit system jurisdiction" regulated by the State of New Jersey, Department of Personnel (DOP) and, consequently, employees will be subject to the rules and regulations of DOP.

D. The word “**member**” mentioned throughout the remainder of this Agreement shall mean PBA member of the Little Egg Harbor Township Police Department covered by this Agreement.

E. An employee in the bargaining unit on the effective date of this Agreement who does not join the union within ninety (90) calendar days thereafter, any new employee

1 who does not join within ninety (90) calendar days of initial employment within the unit,
2 any previously employed person within the unit who does not join within ten (10)
3 calendar days of re-entry into employment within the unit shall as a condition of
4 employment pay a representation fee to the union by automatic payroll deduction. The
5 representation fee shall be an amount up to eighty-five percent (85%) of the regular
6 union membership dues pursuant to N.J.S.A. 34:13A-5.5 et seq. and as such fees and
7 assessments as certified to the employer by the union. The representation fee may
8 increase at any time to reflect any changes in the regular union representation fees and
9 shall continue beyond the termination date of this Agreement so long as the union
10 remains the majority representative of the employees in the unit.

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2 **Policeman's Benevolent Association, Local 295**

3 **ARTICLE II**

4 **LEGAL REFERENCE**

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6 If any provision of this Agreement or any application of this Agreement to any
7 member or group of members is held to be contrary to law, then such provisions
8 and applications shall not be deemed valid and subsisting except to the extent
9 permitted by law. All other provisions and applications contained herein shall
10 continue in full force and effect.

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Policeman's Benevolent Association, Local 295

ARTICLE III

ASSOCIATION REPRESENTATIVES AND MEMBERS

A. The Township agrees to grant the necessary time off without discrimination to no more than three (3) members to attend annual state mini-conventions and the annual state convention provided sixty (60) calendar days written notice has been given to the Chief of Police and no more than two (2) members to serve in any capacity on other official PBA business provided forty-eight (48) hour written notice is given to the Chief of Police by the PBA president or his designee.

- "PBA Business" for purposes of the above section is defined to include PBA matters which directly relate to specific matters under discussion, review, or negotiation between the PBA and Township for which leave time is not otherwise provided for in this article and which generally must be attended to by PBA representatives during regular business hours. In addition, "PBA Business" also includes Ocean County conferences and such other PBA matters as approved by the Chief of Police.

B. During negotiations the Association representatives so authorized by the Association, not to exceed two (2) members of the Little Egg Harbor Township Police Department, shall be excused from normal duties for such periods of negotiations as are required and necessary except when minimum manning requirements cannot be met or overtime would be incurred by the Township.

C. A bulletin board will be provided by the Township in an area frequently used by members of the PBA. The bulletin board is for the exclusive use of the PBA for the posting of official notices which must be signed by an officer of the PBA. Any other materials posted on the bulletin board may be removed by the Chief of Police. The location of the bulletin board shall be mutually agreed upon by the Chief of Police and the PBA president.

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2 D. Members of the Department who are on duty shall be allowed to attend any PBA
3 meeting of the Department held within the boundaries of Tuckerton Borough and
4 Little Egg Harbor Township when such meetings are called by the PBA
5 representative, subject to the approval of the Chief of Police. Time limits for officers
6 who are duty and who attend PBA meetings during their shift or assignment are: one
7 (1) hour for regular members subject to patrol requirements and ninety (90) minutes
8 for executive board members subject to patrol requirements.

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10 E. An individual designated by the PBA as Grievance Chairperson shall be
11 permitted time off with no loss in pay when such time is necessary to process a
12 grievance during his/her tour of duty. Under no circumstances shall such activity
13 result in the earning of compensatory time or overtime. All such time must be
14 approved by the Chief of Police or his/her designee in advance.
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1 **Policeman's Benevolent Association, Local 295**

2 **ARTICLE IV**

3 **UNPAID LEAVES OF ABSENCE**

5 A. Unpaid leaves of absence may be granted upon such terms and conditions as
6 shall be approved by the Township Committee or the Chief of Police or Township
7 Administrator where such authority has been designated in this agreement or by
8 ordinance. During an approved unpaid leave of absence of more than thirty (30)
9 calendar days no member shall continue to accrue seniority; wage and longevity
10 increments; sick, vacation, personal or other paid leave time; or other benefits or
11 allowances provided for in this agreement.

13 B. The Township Committee shall approve military leaves of absence in
14 accordance with the requirements of state and federal law. The terms and
15 conditions of said leave shall not be inconsistent with applicable state and federal
16 law.

Policeman's Benevolent Association, Local 295

ARTICLE V

HOLIDAYS

A. The following days are designated as holidays:

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	President's Day
Good Friday	Easter Sunday
Memorial Day	Primary Election Day
Fourth of July	Labor Day
Columbus Day	Election Day
Veterans Day	Thanksgiving Day
Day after Thanksgiving Day	Christmas Day

B. Should a member work on a calendar day designated as a holiday in the preceding paragraph, s/he will receive one and one-half ($1\frac{1}{2}$) times his/her rate of pay or compensatory time.

C. If a member is called in for overtime on a designated holiday, s/he will receive two (2) times his/her rate of pay for a minimum of three (3) hours.

D. A member shall be entitled to the enhanced rates of pay contained above in subparagraphs B and C of this article only if the member has worked his/her last scheduled day before and after the holiday unless s/he produces a doctor's note or said officer is otherwise on a pre-approved leave.

Policeman's Benevolent Association, Local 295

ARTICLE VI

TEMPORARY PAID LEAVES OF ABSENCE

- A. Members shall be granted time off without deduction from pay or available leave time for the following requests:

1. Bereavement Leave. For death in the immediate family, a maximum of five (5) calendar days from the date of death. These calendar days include any days the employee is scheduled not to work. Up to two (2) additional calendar days may be granted at the discretion of the Chief of Police if needed for travel.

2. Serious Illness. In the event an immediate family member of an employee who is residing in the home of the employee, or in whose home the employee is residing, is hospitalized or confined to bed due to an extremely serious illness or injury, a member hired on or before January 1, 2001, shall be permitted to take a leave of absence for up to three (3) calendar days for the purpose of attending to the family member. These calendar days include any days the employee is scheduled not to work. At the discretion of the Chief of Police, a leave of this nature may be granted for other appropriate reasons of a similar nature. Additionally, the Chief may approve serious illness leave which exceeds three (3) calendar days on a case-by-case basis. Members hired on or after January 1, 2001, shall not be entitled to serious illness leave but may use accumulated sick leave time for such purpose in accordance with the provisions of N.J.A.C. 4A:6-1.3(g)(3).

3. **Birth of a Child.** A leave for a period up to five (5) calendar days shall be granted to a member for the purpose of the attendance at the birth of the member's child. Three (3) calendar days shall be granted without

1 deduction from pay and the two (2) additional calendar days shall be
2 without pay. Nothing contained herein shall limit any employee's rights
3 under the Family Leave Act.

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- 5 4. For purposes of bereavement leave, the term "immediate family" shall be
6 defined as and consist of: spouse, child, stepchild, mother, father, brother,
7 sister, brother-in-law, sister-in-law, stepmother, stepfather, mother-in-law,
8 father-in-law, grandmother, grandfather, grandchildren, aunt, uncle, niece
9 and nephew.
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- 11 5. A member exercising bereavement leave, serious illness leave, or leave
12 for birth of the member's child shall not be employed elsewhere for any
13 reason during such leave.
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15 B. Personal Leave.

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17 1. In addition to the temporary paid leaves of absence identified above, each
18 member shall be entitled to five (5) days personal leave per annum, non-
19 cumulative. No reason need be given other than that said personal leave time is
20 being exercised under this article. Except in cases of emergency, the employee
21 shall give three (3) calendar days advance notice of his/her intent to exercise
22 personal leave time.

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24 2. A member shall not be entitled to the aforesaid five (5) days personal leave
25 time during the first year of the member's employment. A new member may,
26 however, request personal leave time in cases of emergency from the Chief of
27 Police, and said request may be granted with the approval of the Township
28 Administrator upon a showing of need and just cause.

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1 C. Military Leave. Members of the Department who are in the military service shall
2 be entitled to paid leave when so required by state and federal statutes. Leave for
3 reserve duty, training or other military duty may be granted by the Township
4 Committee upon such terms and conditions which are not inconsistent with state and
5 federal law. All requests for military leave must be made as soon as possible or
6 within seventy-two (72) hours after receipt of orders.

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8 D. Work Related Injury or Disability. An employee covered by this Agreement who
9 suffers a work connected injury or disability which is accepted as a covered injury or
10 disability by the Township's workers compensation insurer and prevents the
11 employee from performing his/her duties shall be entitled to a leave of absence at
12 full pay for the period s/he is unable to perform his/her duties to a maximum of
13 twelve (12) months. During this period of time all temporary disability payments
14 received by the employee under the provision of the Worker's Compensation Act
15 shall be paid over to the Township. Newly hired employees shall not be eligible for
16 leave of absence with pay as specified herein for any injury or disability that occurs
17 prior to the employee's one hundred and twentieth (120th) calendar day of
18 employment. In such circumstances the newly hired employee shall be entitled only
19 to the compensation required by the Workers Compensation Act.

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21 E. Convalescent Time. This time is established for officers who have sustained a
22 non-permanent injury, either on duty or off duty, and have recovered sufficiently to
23 resume some type of light duty activities, but are unable to resume their full police
24 duties.

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- 26 1. A request for convalescent time may be initiated by the Township, the
27 injured officer, or the Policeman's Benevolent Association on behalf of the
28 injured officer. Each instance of possible convalescent duty will be
29 evaluated by the Chief of Police after notice to and consultation with the
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1 PBA. The PBA shall designate an individual or committee with whom the
2 Chief is to consult for this purpose.

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4 2. The convalescent duties will limit the exposure of the effected officer to the
5 general public. Such duties will be restricted to police related office-type
6 duties, follow-up investigations by telephone and other general duties that
7 do not interfere with the officer's recovery. The length of time during which
8 the officer will perform convalescent duties will be determined by the Chief
9 of Police and the Township Administrator, giving consideration to the
10 opinion of the treating physician, after consultation with the PBA as set
11 forth above, and will be only for such time as is needed for a reasonable
12 recovery.

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14 3. In cases where the nature of the officer's injury and/or recovery is such
15 that, in the opinion of the Chief of Police and the Township Administrator,
16 having given consideration to the opinion of the treating physician and
17 consulted with the PBA, the officer is able to perform convalescent duties,
18 the officer may be granted convalescent duty. If it is determined that the
19 officer is unable to perform convalescent duties, then convalescent duty
20 shall be denied and the officer shall return to the appropriate leave
21 consistent with the existing contract and whether the officer's injuries were
22 sustained on duty or off duty.

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24 4. Any officer injured either on duty or off duty shall notify his/her physician of
25 the Department's policy on convalescent duty. In no case will
26 convalescent duty be assigned if it is not deemed appropriate by the
27 officer's treating physician. The determination of the Chief of Police and
28 the Township Administrator shall be consistent with the opinion of the
29 officer's treating physician as to his/her ability to perform such duties.

1 F. Any officer who is considering elective surgery based either on a personal or
2 medical reason shall notify the Chief of Police prior to scheduling the surgery so that it
3 may be scheduled during a time period which causes the least amount of scheduling
4 conflicts. However, the Chief shall not require the officer to refrain from having said
5 elective surgery for more than two (2) months.

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7 G. Bereavement leave, leave for birth of a child, personal leave, leave for work
8 related injury or disability (except such leave rights as may be provided for in the
9 Workers Compensation Act), and convalescent time shall not apply to permanent, part-
10 time employees. For purposes of this Article, a "full-time" employee is defined to mean
11 an employee who regularly works 35 or more paid hours per week. A "part-time"
12 employee is defined to mean an employee who regularly works less than 35 paid hours
13 per week.

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Policeman's Benevolent Association, Local 295

ARTICLE VII

VACATIONS

A. Eligibility

1. Employees hired on and after January 1, 2001, shall be entitled to the following annual paid vacation leave.
 - a. A new employee shall only receive one working day for the initial month of employment if the employee begins work on the 1st through the 8th day of the calendar month, and one-half working day if the employee begins work on the 9th through the 23rd day of the month.
 - b. After the initial month of employment and up to the end of the first calendar year (December 31st), a new employee shall receive one working day for each month of service. Thereafter, employees shall receive paid vacation leave as follows:

Eligibility	Leave
From the beginning of the first full calendar year of employment to the end of the first full calendar year of employment	12 days
From the beginning of the second full calendar year of employment to the end of the second full calendar year of employment	14 days
From the beginning of the third full calendar year of employment to the end of the third full calendar year of employment	18 days
From the beginning of the fourth full calendar year of employment to the end of the ninth full calendar year of employment	20 days
From the beginning of the tenth full calendar year of employment to the end of the fourteenth full calendar year of employment	25 days
From the beginning of the fifteenth full calendar year of employment and thereafter	30 days

1 2. Employees hired prior to January 1, 2001, shall be entitled to the following
2 annual paid vacation leave.

Eligibility	Leave
In 1 st full year of employment	12 days
In 2 nd full year of employment	12 days
In 3 rd full year of employment	14 days
In 4 th full year of employment	18 days
In 5 th to 9 th years of employment	20 days
In 10 th to 14 th years of employment	25 days
In 15 th and above years of employment	30 days

15 a. Anniversary date for purposes of vacation leave eligibility as to employees
16 hired prior to January 1, 2001 shall be January 1st of the year of hire.

17 3. Permanent, part-time employees shall be entitled to a proportionate
18 amount of paid vacation leave. For purposes of this Article, a "full-time" employee
19 is defined to mean an employee who regularly works 35 or more paid hours per
20 week. A "part-time" employee is defined to mean an employee who regularly
21 works less than 35 paid hours per week.

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23 **B. Choice of vacation time**

25 1. Fifteen (15) calendar days notice shall be given for a vacation leave
26 request if six (6) calendar days or more leave days are requested. A
27 notice of seven (7) calendar days shall be given for a vacation leave
28 request that is less than six (6) calendar days. The date of the request
29 shall count as the first day of the notice requirement. Under appropriate
30 circumstances the required notice periods may be waived by the Chief of
Police. However, in all cases, vacation leave requests shall be answered

1 by the Chief of Police within five (5) working days. If the demands of the
2 Department are such that it is necessary to limit the number of employees
3 on vacation at the same time, the employee with the greatest seniority
4 shall be given his/her choice of vacation period in the event of any conflict
5 of vacation periods with fellow employees. Vacation times to start January
6 1 to December 31 of any given year. Employees shall have the right to
7 make adjustments to their vacation period in the event of employer
8 ordered schedule changes. All vacation time is scheduled subject to the
9 needs of the Department.

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- 11 2. An officer with prior work experience as a permanent employee of Little
12 Egg Harbor Township shall receive credit for such experience in the
13 calculation of vacation leave entitlement in subparagraph A above.
14 Seniority for approval of vacation leave in subparagraph B shall be
15 calculated from date of appointment to the Police Department providing
16 there is no self-imposed break in service.
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- 18 C. An employee may request to receive his or her pay check for the dates of the
19 vacation leave on the pay date which immediately precedes the scheduled
20 vacation.
- 21 D. Should an employee be laid off, retire, or otherwise separate from
22 employment with the Township, s/he shall be compensated for unused earned
23 vacation leave time at the employee's then current rate of pay. Upon the death
24 of a covered employee, unused earned vacation leave shall be paid to the estate
25 of the deceased employee. Vacation leave is considered earned on a pro-rated,
26 monthly basis even though the leave time may be credited in full at the beginning
27 of the calendar year (January 1st).
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1 E. An employee who exhausts all paid vacation leave in any one year shall not
2 be credited with additional paid vacation leave until the beginning of the next
3 calendar year.

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5 F. Vacation leave time shall not accrue and is not included in calculating years
6 of continuous service during any period of suspension or during any leave of
7 absence without pay of thirty (30) calendar days or more of absence from work
8 (except during a military leave, furlough extension leave or voluntary furlough).

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10 G. Vacation leave credits shall not accrue after an employee has resigned or
11 retired although his or her name is being retained on the payroll until exhaustion
12 of vacation or other paid leave.

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14 H. A covered employee may annually request that Employer reimburse
15 Employee at a straight time rate of pay for unused earned vacation leave time.
16 Employer will consider said requests in accordance with an established policy as
17 set forth in the Employee Guide to Policies and Procedures. Under said policy
18 employee may be reimbursed for not more than one year (e.g., 12 days) of
19 unused earned vacation leave time in the discretion of the Employer.

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21 I. Should an employee be separated for any reason from employment with the
22 Township without having earned any used vacation leave, s/he shall have the
23 unearned portion deducted from his or her final pay check on a pro-rated monthly
24 basis.

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26 J. An accumulation of up to one (1) year unused vacation leave time (e.g., 25
27 days) time may be carried from the year earned to the next year. Thereafter, prior
28 year's unused vacation leave time is forfeited (i.e., "use it or lose it").

1 K. Employees shall not be recalled from their vacation except in cases of
2 emergency as determined by the Chief of Police. Employees recalled from
3 vacation shall be paid at the rate of one and one-half (1^{1/2}) times for all hours
4 worked (which shall be a minimum of eight (8) hours) plus either pay for the
5 vacation or a rescheduled vacation leave at the discretion of the employee.
6 Scheduled days off that are connected to any approved vacation leave shall also
7 be considered part of the officer's vacation for the purpose of recall to duty, and
8 shall be paid for such recall as vacation leave. For the purpose of scheduling
9 days off prior, during and subsequent to scheduled leave days members shall not
10 be subject to recall except in emergencies.

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Policeman's Benevolent Association, Local 295

ARTICLE VIII

SICK LEAVE

A. Sick leave shall be defined as the absence of an employee from duty because of non-occupational related illness, accident, injury, disability or exposure related to a contagious disease.

B. Employees shall be entitled to the following annual paid sick leave benefits:

1. New permanent, full-time employees shall receive one working day (*i.e.*, 8 hours) for the initial month of employment if s/he begins work on the 1st through the 8th day of the calendar month, and one-half working day (*i.e.*, 4 hours) if s/he commences employment on the 9th through 23rd day of the month.

2. After the initial month of employment and up to the end of the first calendar year (i.e., December 31st), employees shall receive one working day after each month of service. Thereafter, at the beginning of each calendar year (i.e., January to December) in anticipation of continued employment, Employees shall receive 15 working days.

C. Permanent, part-time employees shall be entitled to a proportionate amount of annual paid sick leave. For purposes of this Article, a "full-time" employee is defined to mean an employee who regularly works 35 or more paid hours per week. A "part-time" employee is defined to mean an employee who regularly works less than 35 paid hours per week.

D. A covered employee who does not utilize his or her annual sick leave, or any part thereof, may accumulate such unused sick leave time from year to year in accordance with N.J.A.C. 4A:6-1.3(f).

1 E. An employee who exhausts all paid sick leave time in any one year shall not
2 be credited with additional paid sick leave time until the beginning of the next
3 calendar year.

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5 F. Paid sick leave time shall not accrue during any period of suspension or
6 during any leave of absence without pay of thirty (30) calendar days or more of
7 absence from work (except during a furlough extension leave or voluntary
8 furlough).

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10 G. Sick leave credits shall not accrue after an employee has resigned or retired
11 although his or her name is being retained on the payroll until exhaustion of
12 vacation leave or other paid leave.

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14 H. Should an employee be separated for any reason from employment with the
15 Township without having earned any used sick leave, s/he shall have the
16 unearned portion deducted from his or her final pay check on a pro-rated monthly
17 basis.

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19 I. A covered employee may annually request that Employer reimburse employee
20 at a straight time rate of pay for unused earned sick leave time. Employer will
21 consider said requests in accordance with an established policy as set forth in
22 the Employee Guide to Policies and Procedures. Under said policy employee
23 may be reimbursed for not more than one year (e.g., 15 days) of unused earned
24 sick leave time in the discretion of the Employer.

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26 J. An employee may convert up to ten (10) sick leave days annually into not
27 more than ten (10) vacation days in accordance with the following conditions:

- 28 1. The request may be approved or disapproved in the discretion of the
29 Chief of Police.
- 30 2. The employee shall utilize the sick days that have been converted into
 vacation days and shall not carry the converted vacation leave time into

1 the next calendar year, nor shall employee be compensated for said
2 unused converted time.

3 3. Requests to use approved converted vacation leave time shall be
4 made in the same manner as regular vacation leave time.

5 4. Approval for the conversion shall not be granted unless the employee's
6 sick leave bank contains at least thirty (30) days after deducting the
7 number of days proposed for conversion.

8 5. The conversion shall not be granted unless employee first uses all of
9 his or her regular vacation leave time.

10 K. Conditions for use of sick leave time:

11 1. A certificate of a reputable physician in attendance may be required as proof
12 of illness of the member or needs of his/her immediate family.

13 2. The Chief of Police or the Township Administrator may require the member to
14 be examined by a physician chosen by and paid for by Employer and located in
15 the Little Egg Harbor Township/Tuckerton area. This geographic location shall
16 not apply when the Township is seeking to have the officer examined by a
17 specialist.

18 3. Any employee who does not give notice of his/her non-occupational illness or
19 disability one hour before the beginning of his/her shift, except in the case of a
20 bona fide medical emergency, shall not be entitled to these sick leave benefits,
21 and shall be absent without cause. Notice shall be made to the immediate
22 supervisor on duty, if available, or if unavailable, to the dispatcher's desk.
23 Absence without notice and approval for five (5) consecutive days shall constitute
24 a resignation not in good standing in accordance with N.J.A.C. 4A:2-6.2.

25 4. Should an employee be absent in an unauthorized manner, employee may be
26 subject to disciplinary action. Examples of "unauthorized absence" include

1 feigning illness or injury, deceiving a physician as to medical condition, and
2 violating any provisions concerning the reporting of sickness or illness.

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4 5. Any employee using paid sick leave, except paid sick leave being used for the
5 care of an immediate family member as family leave or serious illness leave,
6 shall be confined to his or her designated domicile during the employee's
7 scheduled shift, excepting periods of hospitalization and examinations or
8 attendance at a doctor's office, medical facility, or drug store for purposes of
9 obtaining medications.

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11 6. Sick leave time utilized by an employee shall not be considered work time for
12 purposes of calculating overtime.

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14 L. Supplemental Compensation on Retirement ("SCOR"):

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16 1. Upon separation from employment, Employer shall compensate employee for
17 unused sick time ("SCOR") based on retirement from a pension system
18 administered by the State of New Jersey.

19 a. Employees who are removed for cause after an opportunity for a
20 disciplinary appeal hearing before the Office of Administrative Law shall not be
21 eligible for SCOR. An employee who retires in lieu of removal shall not be
22 eligible for SCOR unless otherwise agreed to by the employee and Employer in
23 accordance with a duly approved disciplinary settlement agreement.

24 b. Employees who retire as the result of accidental or ordinary disability
25 shall be eligible for SCOR.

26 c. Employees who elect deferred retirement, or whose separation from
27 employment is not based on retirement, shall not be eligible for SCOR.

28 d. In the case of an employee who dies prior to retirement, the estate of
29 the deceased employee shall be eligible to receive the SCOR payment as if the
30 employee had retired regularly. Payment in such a case shall be made to the

1 employee's estate within sixty (60) days from the date Employer receives notice
2 of the employee's death. In such cases the SCOR payment shall be computed
3 at the rate of 100% the deceased employee's daily rate of pay for each day of
4 earned and unused accumulated sick leave time at the effective date of
5 retirement. The daily rate shall be based upon the average annual compensation
6 received during the last full year of active employment prior to the employee's
7 death.

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9 2. SCOR shall be computed for all employees hired on or after January 1, 1999,
10 at the rate of one-half the employee's daily rate of pay for each day of earned
11 and unused accumulated sick leave time at the effective date of retirement. The
12 daily rate shall be based upon the average annual compensation received during
13 the last full year of active employment prior to the effective date of employment.

- 14 a. Overtime pay and other supplemental pay shall be excluded from the
15 computation.
- 16 b. Periods of leaves of absence without pay shall be excluded from the
17 computation.
- 18 c. The maximum amount of SCOR for any employee hired on or after
19 January 1, 1999, shall be \$18,000.00.

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21 3. SCOR shall be computed for all employees hired prior to January 1, 1999, at
22 the rate of three quarters (75%) the employee's daily rate of pay for each day of
23 earned and unused accumulated sick leave at the effective date of retirement.
24 The daily rate shall be based upon the average annual compensation received
25 during the last full year of active employment prior to the effective date of
26 retirement.

- 27
- 28 a. Overtime pay and other supplemental pay shall be excluded from the
29 computation.

1 b. Periods of leaves of absence without pay shall be excluded from the
2 computation.

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4 4. In the event of an employee's death after the effective date of retirement but
5 before payment of SCOR is made, payment shall be made to the employee's
6 estate within sixty (60) days from the date of retirement. Otherwise, Employer
7 shall make payment of SCOR within a reasonable period of time but not more
8 than sixty (60) days from the date of retirement unless budgetary concerns
9 prevent the Municipal Treasurer/CMFO from executing a certification of available
10 funds in which case the SCOR payment shall be made no later than November
11 30th.

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13 5. Payment of SCOR shall in no way affect any pension or retirement benefits
14 for which a retired employee is eligible.

15

16 M. Terminal Leave

17

18 1. An employee who has 25 years or more of service credit in a State or locally
19 administered retirement system and a minimum period of service of either 20 years or
20 25 years with Employer at the time of retirement may choose to exercise terminal leave
21 in accordance with this section.

22 2. Upon certification by Employer of the number of days of earned and unused
23 accumulated sick leave, an employee who is eligible in accordance with the preceding
24 paragraph and has a minimum period of service of 20 years with Employer, may choose
25 to use not more than thirty (30) days of earned and unused accumulated sick leave time
26 as terminal leave. An employee who is eligible in accordance with the preceding
27 paragraph and has a minimum period of service of 25 years with Employer, may choose
28 to use not more than forty-five (45) days of earned and unused accumulated sick leave
29 time as terminal leave. Coordination of terminal leave and SCOR shall be processed by
30 Employer in the following manner:

- 1 Step 1. Certify number of days of earned, unused accumulated sick leave time.
- 2 Step 2. Deduct number of days (not to exceed maximum) of terminal leave.
- 3 Step 3. Calculate SCOR payment based upon balance of sick leave days.

5
6 **Example:** Employee with 25 years of service credit in PFRS and 22 years of
7 service with Little Egg Harbor Township.

8 Step 1: 100 days

9 Step 2: 30 days terminal leave at full current rate of pay

10 Step 3: Calculate SCOR payment based on 70 days (using calculation
11 appropriate to the applicable hire date (i.e., on or after January 1, 1999 or prior to
January 1, 1999)

12 **N. Sick Leave Incentive**

14 Permanent, full-time employees who use less than five (5) sick days in the
15 calendar year shall receive an incentive bonus of five hundred dollars (\$500.00) to be
16 paid no later than January 30th of the calendar year next following the year in which the
17 bonus was earned. The conversion of sick leave time to vacation leave time in
18 accordance with this Article shall not be considered a use of sick leave time for
19 purposes of qualifying for and receiving this incentive. Permanent, part-time employees
20 shall not be entitled to this incentive. For purposes of this Article, a "part-time"
21 employee is defined to mean an employee who regularly works less than 35 paid hours
22 per week.

Policeman's Benevolent Association, Local 295

ARTICLE IX

COURT TIME

- A. If a member is required to appear in court or before any other agency, in the performance of his/her duties as a police officer, said officer shall be paid at the regular rate of pay while appearing during his/her regular shift hours. At other times, s/he shall be paid in accordance with the following rates of pay:
 - 1. Municipal court and other court appearances: one and one-half (1½) times pay, a minimum of three (3) hours per appearance, for non-shift time.
 - 2. Should the officer be called in on his/her regular day off, s/he shall be paid one and one-half (1½) times pay for a minimum of four (4) hours.
 - 3. Employees shall not be eligible for supplementary pay under this Article if the employee or the PBA is a plaintiff against the Township in the matter for which the employee is required to appear.
 - B. The above is to include travel, not to exceed one (1) hour in total, to and from the member's residence to the Little Egg Harbor Township Police Department required for such appearance.
 - C. The off-duty officer shall remain in court only for the time needed and shall be assigned no other duties.
 - D. The minimum hours noted above in subparagraphs A(1) and A(2) of this Article shall not apply to permanent, part-time employees. However, the employee shall be paid at one and one-half (1½) times the employee's regular rate of pay for non-shift work for actual time worked under the circumstances covered by this Article. For purposes of this Article, a "part-

1 time" employee is defined to mean an employee who regularly works less
2 than 35 paid hours per week.
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Policeman's Benevolent Association, Local 295

ARTICLE X

WORK WEEK & OVERTIME

- A. If a covered full-time employee is requested and accepts to work more than his/her eighty (80) hour pay period, s/he shall be entitled to overtime at the rate of one and one-half (1½) times his/her regular rate of pay; however, time recorded as approved sick leave shall not be included in calculating entitlement to overtime, except if said overtime is ordered by the Chief or his designee.
 - B. In calculating overtime, all overtime shall be counted as of the next quarter (¼) of an hour.
 - C. If a covered full-time employee is called to duty on his/her day off, s/he shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at one and one-half (1½) times his/her rate of pay.
 - D. If a covered full-time employee is recalled to duty, s/he shall receive a minimum of two (2) hours at one and one-half (1½) times his/her regular rate of pay, unless the recall is immediately prior to or following a regular tour of duty, in which case, the employee shall only be paid for the actual time worked.
 - E. Overtime opportunities shall be distributed among members equally on a rotating basis according to seniority, when possible. The names of officers offered overtime opportunities during the prior month shall be posted, including the names of those officers who refused overtime opportunities during that period.
 - F. No officer shall be required to report for duty more than ten (10) minutes before the start of his/her shift; however, all officers shall be in uniform and prepared for duty at the start of the shift.

1
2 G. Each officer shall be entitled to a forty-five (45) minute meal period during each
3 eight (8) hour shift, except when working holidays listed in Article V, in which
4 case each officer shall be entitled to a one (1) hour meal period and two (2)
5 fifteen (15) minute rest periods during each eight (8) hour shift, except in cases of
6 emergency. Each officer who is required to work a four (4) hour overtime period,
7 shall be entitled to a twenty (20) minute break and a fifteen (15) break during the
8 overtime period, which may be combined at the discretion of the officer, subject
9 to manpower needs.

10
11 H. In lieu of cash payment, a full-time covered employee may choose to take
12 accrued overtime in the form of compensatory time off. Such compensatory time
13 shall also be computed at the rate of time and one-half. Compensatory leave
14 time shall be used at mutually agreed times subject to the manpower needs of
15 the Department. Any covered full-time employee hired prior to January 1, 1998,
16 shall be allowed to accumulate no more than four hundred and eighty (480)
17 hours of compensatory time. Thereafter, overtime shall be paid to the covered
18 employee in cash. Any covered full-time employee hired on or after January 1,
19 1998, shall be permitted to accumulate no more than two hundred and forty (240)
20 hours of compensatory time. Thereafter, overtime shall be paid to the covered
21 employee in cash.

- 22
23 I. An officer shall be entitled to a five dollar (\$5.00) per day payment for each day
24 of any on-call type of subpoena. In the event an officer is working during the on-
25 call period, the officer shall not be entitled to this supplemental pay unless the
26 on-call period commences less than three (3) hours before the end of the
27 officer's shift and ends after the officer's shift.
28
29 J. (1) After twelve (12) hours of continuous work, an officer shall receive twelve
30 (\$12.00) dollars as a meal allowance.

1
2 (2) A twelve (\$12.00) dollar per day meal allowance will be paid for one (1) meal
3 while the member attends department scheduled schools or court out of town, or
4 while the member is assigned to other duties outside of Little Egg Harbor
5 Township (excluding assignments with the Ocean County Narcotics Strike Force,
6 in Tuckerton Borough, in Little Egg Harbor Township, in Eagleswood Township
7 or in Bass River Township).

8
9 K. For purposes of this Article, a "full-time" employee is defined to mean an
10 employee who regularly works 35 or more paid hours per week. A "part-time"
11 employee is defined to mean an employee who regularly works less than 35 paid
12 hours per week.

Policeman's Benevolent Association, Local 295

ARTICLE XI

TOURS OF DUTY

A. A schedule will be prepared for all hourly employees six (6) months in advance. General hours of work for uniformed patrol officers will be:

06:50 – 15:20

14:50 - 23:20

22:50 – 07:20

B. Employer agrees not to alter the hours of work by more than thirty (30) minutes without first consulting with Local 295. The Chief of Police shall have the right to make changes deemed necessary for the efficient and safe management and operation of the Department and for the general health, safety and welfare of the public. The 4/2 patrol schedule currently in use will be continued and it is acknowledged by Local 295 and Employer that the Chief of Police may alter, in the interest of ensuring the proper hours worked per pay or work cycle, the schedule to balance the number of hours resulting from a 4/2, 8.5 hour work schedule.

C. Schedules for plainclothes, traffic, K-9 and other assigned duties will be established by the Chief of Police according to the demands of the job.

D. While every effort will be made to ensure that seniority is given deference in scheduling equivalent duties, Employer and Local 295 acknowledge that there are times when safety and supervision requirements could result in shift assignments not consistent with seniority. Employer agrees that this will be kept to a minimum insofar as possible and that notification by the Chief of Police to Local 295 will be made should this occur and Local 295 will have the opportunity to discuss the change before it occurs.

Policeman's Benevolent Association, Local 295

ARTICLE XII

PATROL VEHICLES

- A. The Township agrees to maintain all vehicles in a safe condition as to guarantee the safety of the operator. The Township further agrees to maintain all equipment in proper working order and in compliance with Title 39 of the New Jersey Statutes.
 - B. The Township shall provide for the washing and cleansing of police vehicles on a periodic basis so as to maintain the vehicles in a presentable condition.
 - C. Members shall immediately report all perceptible unsafe conditions and discrepancies related to police vehicles to a supervisor and/or the Chief of Police who shall thereafter arrange for an inspection of the vehicle by the senior municipal mechanic. In the event that the reported unsafe condition or discrepancy cannot be confirmed and corrected by the senior municipal mechanic the vehicle shall be inspected by an ASE certified mechanic upon the request of the police officer.
 - D. The Township shall provide an approved glass partition to separate the driver and front seat passenger from the rear passenger(s) in all newly purchased marked patrol vehicles.
 - E. No member will be sent home or have his or her schedule changed because of a shortage, or lack of, safely operable patrol vehicles.
 - F. All vehicles used by covered employees shall be outfitted with snow tires when weather conditions so require. An operating air conditioner shall be provided in all vehicles as standard equipment.

1 G. All police vehicles shall be inspected at approximately eighty thousand (80,000)
2 miles and approximately every twenty thousand (20,000) miles thereafter. These
3 inspections shall occur within two (2) weeks of reaching the aforesaid inspection
4 thresholds by an ASE certified mechanic. The Department shall maintain a
5 written record verifying these inspections and shall provide a copy of said
6 inspection documents to the PBA president upon request.

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Policeman's Benevolent Association, Local 295

ARTICLE XIII

CLOTHING ALLOWANCE

- A. The parties agree that it is in the best interest of the parties that every officer presents a proper image to the general public.
 - B. The Township shall provide for the issuance of uniforms to full-time covered employees based on the following table:

ITEM	INITIAL ISSUE		RE-ISSUE	
	PATROLS	PLAIN CLOTHES	PATROLS YEARLY	PLAIN CLOTHES 3 YEARS
Long sleeve shirts	4	2	2	2*
Short sleeve shirts	6	2	2	2*
Pants	6	2	4	2*
Hat	1	1	*	*
Tie	3	1	*	*
Troop boots	1	1	*ONE PAIR OFFICER'S CHOICE	*ONE PAIR OFFICER'S CHOICE
Low 1/4 boots	1	1		
Boots	1	1		
BDU	2	2	*	*
Long sleeve work shirts	2	2	*	*
Blouse	1	1	*	*
Baseball cap	2	2	*	*
Leather gear	*	*	*	*
Sam Brown	1	1	*	*
Whistle/Hook	1	1	*	*
Name tags	3	2	*	*
T-shirts	6	4	6	2
Windbreaker	1	1	*	*
Winter Jacket w/ removeable liner	*	*	*	*

***Or replaced as needed from either wear or damage.**

- 1 C. Uniform design, color, material, etc. shall be determined by the Chief of Police
2 and PBA Local 295.
- 3
- 4 D. The Township shall provide for the cleaning of clothing worn by members in the
5 line of duty. Members shall not have to transport clothing outside of the Township
6 limits.
- 7
- 8 E. All other items, not specifically mentioned above, that the Department currently
9 furnishes to officers will continue to be supplied by the Township (i.e., holsters,
10 bulletproof vests, weapons, etc.). Department will provide, at Department's own
11 cost and selection, at least one (1) badge and photo identification for each active
12 and retired police officer. The badge selected by the Township for a retired officer
13 shall be the same as worn by the officer just prior to his/her retirement. Badges
14 and photo identification remain the property of the Department at all times and
15 may be taken away from an active, separated, suspended, or retired police
16 officer at any time.
- 17
- 18 F. The reissue items may be substituted on a dollar for dollar basis. For example,
19 "Patrolman X" finds s/he requires an additional short sleeve shirt but does not
20 require as many pants. Patrolman X may therefore substitute items as long as
21 the total amount for Patrolman X does not exceed the total value for the listed
22 reissue. A formal written request must be submitted to the Chief of Police no later
23 than March 15 of the reissue year in order to be considered. Additionally, other
24 police related equipment may also be substituted on a dollar for dollar basis. For
25 example, Patrolman X finds s/he requires police related equipment which is not
26 designated on the reissue list. Patrolman X may substitute non-reissue items for
27 reissue items as long as the total amount for Patrolman X does not exceed the
28 total value for the listed reissue item(s) which the officer does not need. A
29 formal written request must be submitted to the Chief of Police no later than
30 March 15 of the reissue year in order to be considered. It is understood and

1 agreed that all items, whether reissue items or otherwise, are the property of the
2 Township and shall be turned in to the Department when the officer leaves the
3 Township's employ.

4

5 G. Members who are assigned as plainclothes officers will receive allowance for the
6 purchase of suitable civilian type clothing up to a maximum allowance of
7 \$1,075.00 annually. The clothing will be purchased by the plainclothes officer in
8 accordance with existing practices, internal controls and standards. All clothing
9 so purchased by the Township will remain the property of the Township until
10 such time as the clothing is no longer usable.

11

12 H. When an officer returns to the patrol division from plainclothes assignment, the
13 officer will be evaluated by a Department selected tailor to determine the proper
14 fit of existing uniforms. The officer will receive sufficient items to equal an initial
15 issue in the event the tailor finds that the officer's uniforms no longer fit the
16 officer. If an officer is assigned to plainclothes duty from another division, s/he
17 will be subject to Section G of this Article.

18

19 I. Uniforms and personnel effects damaged in the line of duty shall be replaced by
20 the Department after an inspection and certification.

21

22 J. A bulletproof vest of recognized quality will be provided to all members and shall
23 be replaced according to the manufacturer's warranties and suggestions, but in
24 no event later than the manufacturer's suggested expiration date. Members
25 assigned as plainclothes officers will also be provided a raid jacket with such
26 bulletproof material incorporated in that jacket.

27

28 K. All measurements of police officers shall be taken by January 31st or as
29 otherwise mutually agreed to in writing by the parties. Uniform orders shall be
30

1 placed within two (2) weeks after final adoption of the annual budget. The annual
2 reissue should occur in a timely manner upon receipt from the supplier.

3

4 L. Issuance of uniforms to permanent, part-time employees will be based upon the
5 number of hours regularly worked by the employee. For purposes of this Article,
6 a "full-time" employee is defined to mean an employee who regularly works 35 or
7 more paid hours per week. A "part-time" employee is defined to mean an
8 employee who regularly works less than 35 paid hours per week.

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Policeman's Benevolent Association, Local 295

ARTICLE XIV

RATES OF PAY & LONGEVITY

- A. The wages and rates of pay to be paid covered employees during the term of this agreement shall be in accordance with "Schedule A".
 - B. Longevity payments will be made each year to covered full-time employees in accordance with the following schedule:
 - 1. Longevity will be considered as part of the total base pay for payroll purposes and will be paid on a biweekly basis with regular pay.
 - 2. The longevity rates are as follows:

YEARS OF SERVICE	PERCENTAGE OF SALARY
Beginning of fifth (5th) year of service	Two percent (2%) of regular pay
Beginning of eighth (8th) year of service	Four percent (4%) of regular pay
Beginning of eleventh (11th) year of service	Six percent (6%) of regular pay
Beginning of fourteenth (14th) year of service	Eight percent (8%) of regular pay
Beginning of seventeenth (17 th) year of service	Ten percent (10%) of regular pay

3. Longevity shall be based on the anniversary date of hire for all employees hired between July 1 and December 31 of any year prior to 1989.
 4. Effective July 1, 1989, the date of hire shall be the anniversary date for purposes of salary guide movement and calculation of longevity.

1 C. Officers with prior work experience in the Township shall receive credit for such
2 experience in the calculation of longevity entitlement in accordance with
3 subparagraph B above.

4

5 **D. SHIFT DIFFERENTIAL**

6

- 7
- 8 1. Covered full-time officers who work at least three (3) consecutive months
9 on a scheduled tour of duty on the midnight shift shall receive an annual
10 shift differential as set forth in subparagraph D(3).
- 11
- 12 2. The shift differential shall not be included as part of the officer's total base
13 pay. The shift differential shall be paid by separate check, upon
14 submission of a voucher in the usual form, at approximately the beginning
15 of the fourth consecutive month of a scheduled tour of duty on the
16 midnight shift.
- 17
- 18 3. The annual shift differential for years 2001, 2002 and 2003 is \$700.00.
- 19
- 20 4. Any officer who shall act for a senior officer and who shall have performed
21 the duties, shall thereafter be granted compensation appropriate to such
22 office for the time so held.
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2 **Policeman's Benevolent Association, Local 295**
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6 **ARTICLE XV**
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9 **HEALTH AND WELFARE**
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Employer will provide health insurance coverage to full-time covered employees in accordance with the following provisions:

1. Employer will provide medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage as set forth in this Article to an employee, employee's spouse and employee's eligible dependents. Effective on or about July 1, 2001, medical and hospitalization coverage shall be provided by Employer solely through a PPO (Preferred Provider Organization) plan. However, an employee who is entitled to PPO coverage may opt for a Traditional indemnity plan, if a Traditional plan is in fact offered by the Township's insurance provider, in lieu of the PPO plan provided that employee pays, by way of payroll deduction, the total difference in premium costs between the PPO plan and Traditional plan. Township will exercise its best efforts to negotiate a Traditional plan option with its health insurance provider that provides substantially similar coverages and deductibles, co-payments, and out-of-pocket limits as then contained in a Traditional plan offered by the State Health Benefits Program.

2. Employer reserves the right to change these coverages, including the right to change health insurance carriers, health care insurance plans or groups, and to make modifications to the aforesaid health care insurance plans from time to time as it appears to be in the best interest of the Employer provided, however, that there is no reduction in the level of benefits that are in effect on the 2001 renewal date and Employer provides Local 295 forty-five (45) days notice in advance of such change(s). At the time of notice Employer shall provide Local 295 with the plan documents of both the in-force insurance and the proposed plan. Thereafter, in the case of any new health

1 care insurance plan said plan shall provide equivalent or better coverage than the
2 predecessor plan.

3
4 3. A PPO plan summary chart listing the deductibles, co-payments, and out-of-
5 pocket limits, and other key features of the PPO plan is attached hereto as e schedule
6 to this agreement.

7
8 4. Retirement: Employer agrees to pay all of the premiums related to providing
9 medical and hospitalization coverage, prescription drug coverage, dental coverage and
10 vision coverage for an employee who has retired after 25 years or more of service credit
11 in a State or locally administered retirement system and a minimum period of service of
12 20 years with Employer at the time of retirement in accordance with the provisions set
13 forth below; provided, however, that the minimum period of service with Employer shall
14 be 15 years for employees with previous service credit in a State or locally administered
15 retirement system who were appointed as Little Egg Harbor Township police officers on
16 or before December 31, 1998.

17
18 a. This benefit shall not apply to former employees who retired on or before
19 January 1, 2001.

20 b. A retired employee may enroll a spouse and/or eligible dependents.

21
22 c. This benefit shall terminate at such time as the retired employee or the
23 spouse, in the case of spousal coverage, reaches an age which qualifies the
24 retired employee or spouse for Medicare.

25
26 d. A retired employee's entitlement to all or any part of the health insurance
27 coverages provided to non-retired employees shall be limited to the coverages,
28 including, but not limited to, the deductibles, co-payments, and out-of-pocket
29 limits, contained in the health care insurance plans of the same type provided to
30 employees who have not retired.

1

2 5. Cost Containment: Union and Employer recognize the rising costs related to
3 health care in general and to health care insurance in particular. In order to help contain
4 these rising costs and ensure the Employer's ability to continue providing employees
5 and retired employees health care insurance, employees agree to the following cost
6 containment measure:

7

8 * Any employee who retires after January 1, 2001, shall be ineligible for the
9 health care coverage provided for in this Article in the event that the retired
10 employee or retired employee's spouse is employed by or retired from the State of
11 New Jersey, Township of Little Egg Harbor (as to retired employee's spouse), Little
12 Egg Harbor Township Municipal Utilities Authority, Little Egg Harbor School District,
13 Pinelands Regional School District or any other employer and is entitled to health
14 care insurance comparable to the health care insurance offered by Employer. In any
15 circumstance where the other health care insurance does not include one or more of
16 the types of coverages offered by Employer (*i.e.*, medical and hospitalization,
17 prescription drug, dental, or vision), the retired employee shall be entitled to enroll in
18 Employer's plan for that type of coverage. For example, if a spouse's coverage
19 includes medical and hospitalization and prescription drug coverage, but not dental
20 and vision coverage, the retired employee will be entitled to enroll in Employer's
21 dental and vision plans. In the event employee's spouse becomes ineligible for
22 health care insurance provided by his or her employer or through his or her
23 retirement, employee shall be eligible to re-enroll in Employer's plans as provided for
24 in this Article in subparagraph 4.

25

26 6. For purposes of this Article, a "full-time" employee is defined to mean an
27 employee who regularly works 35 or more paid hours per week. A "part-time"
28 employee is defined to mean an employee who regularly works less than 35 paid
29 hours per week.

30

1 7. Each member shall have the option to have an annual eye exam at the sole
2 expense of the Township up to a maximum of seventy-five dollars (\$75.00) for
3 alternate years not covered by insurance.

4
5 8. The Township will provide legal advice and counsel to each member pursuant to
6 N.J.S.A. 40A:14-155.

7
8 9. The Township will provide false arrest insurance for all members, the amount will
9 be unlimited.

10
11 10. The Township will provide liability insurance for all members to provide for any
12 lawsuits arising out of incidents while actually performing official duties.

13
14 11. The Township will provide each member with an annual physical. This annual
15 physical will be paid for by the Township if not reimbursed through the health
16 insurance plan.

17
18 a. All members over forty (40) years of age will receive an EKG.

19
20 b. Said physical shall be provided during each year.

21
22 c. Upon utilizing the above benefits, the member shall provide his/her
23 immediate supervisor with a doctor's statement of fitness.

24
25 d. The Township shall provide and may require each member to take an
26 annual physical exam. Each member shall be provided with or may be
27 required to take such annual physical exam and shall have the opportunity to
28 select one (1) of three (3) physicians of independent medical practices and
29 offices, to be designated by the Township.

1 12. If an officer should die in the line of duty, Employer shall continue to pay and
2 provide to the officer's family the health insurance benefits provided for in
3 Paragraph 1 of this Article until such time as the deceased officer's spouse
4 remarries or reaches such an age as to qualify to receive Medicare; and with
5 regard to the deceased officer's dependents, until such time as each of the
6 dependents reaches the maximum age for eligibility as set forth in the plan
7 documents.

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Policeman's Benevolent Association, Local 295

ARTICLE XVI

GRIEVANCE PROCEDURE

- A. A grievance shall be a complaint arising out of interpretation or violation of policies, agreements and administration of this Agreement.
 - B. No grievance can be instituted by any officer or the Association after thirty (30) calendar days beyond the occurrence of the issue being grieved.
 - C. If at any Step within the grievance procedure hereinafter outlined, Management's decision is not appealed within the appropriate time, such grievance shall be considered closed, and there shall be no further appeal or review.
 - D. Grievance Steps

STEP ONE

The President of the Association or his/her duly designated representative shall present, in writing, the grievance to the Chief of Police or his/her designee. With the mutual consent of both parties, discussion may ensue. The Chief of Police shall answer the grievance in writing within seven (7) calendar days after the receipt of the grievance. The President of the PBA shall have the right to institute appropriate grievances at Step two of the grievance procedure.

STEP TWO

If the grievance is not resolved at Step one, or if no answer has been received by the Association within seven (7) calendar days, the Association shall present in writing the grievance to the Township Administrator within three (3) calendar days of Step one answer. With mutual consent, discussion may ensue. The Township Administrator shall answer the grievance in writing within seven (7) calendar days after receipt of the grievance.

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2 **STEP THREE**

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If the grievance has not been resolved at Step two or no answer has been received by the Association within the time set forth in Step two, the Association shall present, in writing, the grievance to the Mayor and Council within three (3) calendar days of the Step two answer. With the mutual consent of both parties, discussion may ensue. The duly designated representative of the Mayor and Council shall answer the grievance in writing within twenty-one (21) calendar days after the receipt of the grievance.

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11 **STEP FOUR**

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If the grievance is not resolved at Step three or if no answer has been received by the Association within the time set forth in Step three, the Association may present the grievance to binding arbitration within thirty (30) calendar days.

16 (a) Binding arbitration shall be invoked by filing a request for a panel of
17 arbitrators with the Public Employee Relations Commission (PERC).

19 (b) The cost of the services of the arbitrator shall be borne equally by the
20 Township and the Association. All other costs are to be borne by the
21 party incurring same.

23 (c) The parties direct the arbitrator to decide, as a preliminary question,
24 whether he/she has jurisdiction to hear and decide the matter in
25 dispute.

27 (d) The arbitrator shall not be permitted to hear or decide more than one
28 (1) grievance at a time.

1
2 (e) The arbitrator shall be bound by the provisions of this Agreement and
3 the Constitution and Laws of the State of New Jersey, and be
4 restricted to the application of the facts presented to him/her in the
5 grievance. The arbitrator shall not have the authority to add to, modify,
6 detract from or alter, in any way, the provisions of the agreement or
7 any amendment or supplement thereto.

8
9 (f) The decision of the arbitrator shall be in writing and shall include the
10 reasons for such decision.

11
12 (g) The decision of the arbitrator shall be final and binding upon the
13 parties.

14
15 E. In the event the grievant or the Association elects to pursue remedies available
16 through Civil Service, the grievance shall be cancelled and the matter withdrawn
17 from arbitration. The Township shall not be responsible for any fees or expenses
18 connected with the cancelled arbitration. No arbitration proceeding may take
19 place sooner than ninety (90) calendar days from the final decision of the
20 Township.

Policeman's Benevolent Association, Local 295

ARTICLE XVII

MANAGEMENT RIGHTS

A. The Township of Little Egg Harbor hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the following rights:

1. The executive management and administrative control of the Township Government and its properties, facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible, as may from time to time be determined by the Township.
 2. To make rules of procedure and conduct; to use improved methods and equipment; to determine work schedules and shifts; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of work required.
 3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees is recognized.
 4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.

1 5. To suspend, demote, discharge or take ant other appropriate disciplinary
2 action against any employee for the good and just cause, according to
3 law.

4

5 6. To lay off employees in the event of lack of funds or under conditions
6 where continuation of such work would be inefficient and nonproductive.

7

8 B. In the exercise of the forgoing powers, rights, authority, duties and
9 responsibilities of the Township, the adoption of policies, rules, regulations, Code
10 of Conduct, and practices in furtherance thereof, and the use of judgment and
11 discretion in connection therewith, shall be limited only by the specific and
12 express terms of this Agreement and applicable laws, and then only to extend
13 such specific and express terms thereof are in conformance with the Constitution
14 and Laws of the State of New Jersey and of the United States.

15

16 C. Nothing contained herein shall be construed to deny or restrict the Township of
17 its rights, responsibilities and authority under N.J.S.A. 40A:1-1 et seq. or any
18 other national, state, county or local laws or regulations, or the Association or any
19 rights under existing laws.

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2 **Policeman's Benevolent Association, Local 295**
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6 **ARTICLE XVIII**
7 **GENERAL PROVISIONS**
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10 A. **School**
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- 12 1. The member shall be paid at straight time for attendance at a police
13 related school when assigned by the Police Department during the
14 member's regularly scheduled shift. The member shall be paid time
15 and one-half (1½) for attendance at a police related school when
16 assigned by the Police Department if the member is not scheduled
17 to work on that date. Schedules may be adjusted by the Chief or
18 his/her representative.
19
20 2. The Township shall reimburse all members, while attending a
21 police related school or court, for using his/her personal vehicle at a
22 rate of thirty-two and one-half (\$.325) cents per mile plus tolls.
23
24 3. When the Chief receives notice of availability of police related
25 schools, s/he will post a notice advising all members of the
26 availability of said schools and seminars on the bulletin board
27 located in the Squad Room, however, the Employer in doing so is
28 not recommending the school or seminar nor are they guaranteeing
29 payment or reimbursement for the course or the seminar. The
30 approval of these schools and seminars would necessarily have to
 be of benefit to the Township and notice of availability posted within
 five (5) calendar days of receipt on a board designed for such use.

- 1
- 2 B. Each member shall have access to his/her personnel file at reasonable
- 3 times under the supervision of the Township's designated personnel
- 4 officer or personnel clerk. Employees shall receive a copy of all
- 5 evaluations, letters, etc. which are to be placed in their file. An employee
- 6 who receives a written reprimand shall have that document removed from
- 7 his/her personnel file following a period of eighteen (18) months from the
- 8 date of the reprimand, provided that no infraction of a similar nature has
- 9 occurred within the eighteen (18) month period.
- 10
- 11 C. Each member shall receive a copy of this Agreement and a copy of the
- 12 Department rules and regulations.
- 13
- 14 D. A delegation from the Department consisting of two (2) officers may attend
- 15 funerals of police officers who are slain in the performance of their duties
- 16 within the State of New Jersey or a seventy-five (75) mile radius from any
- 17 point in New Jersey, but limited to the States of Maryland, Delaware, New
- 18 York and Pennsylvania. A third officer may attend with the approval of the
- 19 Chief of Police provided that no overtime will be incurred by including said
- 20 third officer in the delegation. All expenses of the vehicle will be paid for by
- 21 the Township and, when possible, the vehicle will be a marked one.
- 22
- 23 E. Only qualified members of the Police Department will be permitted to carry
- 24 a gun. Qualification will be made by a certified range instructor at least two
- 25 (2) times per year.
- 26
- 27 F. Nothing in this Agreement shall be construed to deny to the members any
- 28 rights which were obtained prior to the date hereof and which may not
- 29 have been included into the terms thereof.
- 30

- 1 G. All police officers will be evaluated every six (6) months by their superior,
2 and this evaluation shall become a part of their permanent personnel file.
3 Each officer shall be provided a copy of any such evaluation.
- 4
- 5 H. The Employer and employees shall be subject to the provisions and
6 guidelines set forth in the "Law Enforcement Officers Protection Act", and
7 amendments related thereto.
- 8
- 9 I. All requests by members for time off shall be returned promptly after the
10 receipt of such request by the Chief of Police.
- 11
- 12 J. At the discretion of the Chief of Police, each member may be granted up
13 to two (2) calendar days with pay per year to attend seminars,
14 conferences, meetings, etc., on matters relating to police work. Such leave
15 must be approved in advance by the Chief.
- 16
- 17 K. In circumstances where a member resigns, retires or otherwise separates
18 in good standing from Employer and thereafter is duly reemployed as a
19 police officer in accordance with the reemployment procedures provided
20 for in the rules and regulations of the New Jersey Department of
21 Personnel, the "hire date" or "anniversary date of hire" for purposes of
22 eligibility for the benefits contained in this agreement shall be the
23 member's original hire date previous to reemployment.
- 24
- 25 L. For purposes of this agreement, a "full-time" employee is defined to mean
26 an employee who regularly works 35 or more paid hours per week. A
27 "part-time" employee is defined to mean an employee who regularly works
28 less than 35 paid hours per week. In the event Employer hires or employs
29 a permanent, part-time employee as a "police officer" or "sergeant of
30 police" said employee shall be entitled to a change in work status from

1 part-time to full-time commencing with the employee's fourth year of
2 service unless the employee otherwise waives full-time employment in
3 writing to the Chief of Police with a copy to the union.
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2 **Policeman's Benevolent Association, Local 295**
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5 **ARTICLE XIX**
6 **COMPLETENESS OF AGREEMENT**
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This Agreement constitutes the entire collective bargaining agreement between the parties and contains all the benefits the employees are entitled to receive notwithstanding the established past practices in existence prior to this contract, and includes and settles for the term of the Agreement all matters which were or might have been raised in all collective bargaining negotiations leading to the signing and execution of this Agreement.

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2 **Policeman's Benevolent Association, Local 295**

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4 **ARTICLE XX**

5 **COLLEGE INCENTIVE**

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- 7 A. **College Incentive.** The Township and the Association agree that the
8 amount and quality of an employee's education often determines the value
9 of his/her contribution to the community and the degree of proficiency with
10 which he/she performs his/her duties. In order to provide an incentive to
11 encourage employees to achieve the advantages of higher education, the
12 Township agrees to reimburse all members eligible for educational
13 incentives for courses in an approved program leading to a degree in law
14 enforcement and related fields.
- 15 B. All courses must have prior written approval from the Chief of Police. A
16 maximum of four (4) courses per year may be taken.
- 17
- 18 C. One hundred percent (100%) of the tuition and books will be reimbursed.
- 19
- 20 D. The member must pass the course with a grade of at least a "C" in order
21 to receive reimbursement.
- 22
- 23 E. Upon completion of the course, the information shall be provided to the
24 Chief of Police and forwarded to the Treasurer for payment in the next pay
25 period.
- 26
- 27 F. The employee agrees that all courses shall be scheduled during the
28 employee's personal time and shall not conflict with the employee's work
29 schedule.
- 30

1 G. If the employee shall leave his/her position with the Little Egg Harbor
2 Township Police Department within two (2) years of receipt of payment of said
3 tuition monies and book reimbursement from the Township, said employee shall
4 be obligated to repay said tuition payments and book monies to the Township in
5 full within thirty (30) days of his/her separation.

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Policeman's Benevolent Association, Local 295

ARTICLE XXI

DURATION

This Agreement shall be effective and remain in full force and effect from January 1, 2001 through December 31, 2003.

IN WITNESS WHEREOF, the parties have hereto caused these presents to be signed by their proper officials.

PBA LOCAL NO. 295 (PBA)

WITNESS John O'Brien

TOWNSHIP OF LITTLE EGG HARBOR

BRIAN E. RUMPF, MAYOR

MIGDALIA KOPTIC, RMC, MUNICIPAL CLERK

Policeman's Benevolent Association, Local 295

SCHEDULE A

WAGES¹

LENGTH OF SERVICE		2001	2002	2003
Step 1	Academy	\$30,750.00	\$30,750.00	\$30,750.00
Step 2	AFTER POLICE ACADEMY	\$38,500.00	\$38,500.00	\$38,500.00
Step 3	COMMENCING 2 nd YEAR	\$45,000.00	\$47,000.00	\$49,000.00
Step 4	COMMENCING 3 rd YEAR	\$48,000.00	\$50,000.00	\$53,000.00
Step 5	COMMENCING 4 th YEAR	\$55,000.00	\$57,000.00	\$60,000.00
Step 6	COMMENCING 5 th YEAR	\$60,000.00	\$62,000.00	\$65,000.00
Step 7	COMMENCING 6 th YEAR	\$62,592.00	\$67,111.00	\$73,806.00
XXXXX	SERGEANT	\$68,620.00	\$73,374.00	\$80,314.00

1. Wages are expressed above on an annual basis for convenience but employees are actually hourly employees and paid accordingly. These wages are the regular rates of pay (i.e., without longevity).

POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL 295

SCHEDULE B

SUMMARY OF PPO & PRESCRIPTION DRUG COVERAGE

PREFERRED PROVIDER ORGANIZATION (PPO)

Co-insurance In-Network	100% of covered basic charges
Co-insurance Out-of-Network	80% of covered basic charges
Co-insured Out-of-Pocket Maximum	\$2,000/covered person; \$4,000/family
Deductible In-Network (supplemental services)	\$100/covered person; \$200/family*
Deductible Out-of-Network (basic/ supplemental services)	\$100/covered person; \$200 family*

* Family deductibles may be aggregateably satisfied by 2 or more separate covered persons.

** There is no benefit period maximum for well-child care.

PRESCRIPTION DRUG COVERAGE

\$5 name brand/\$2 generic/\$0 mail order

THIS SUMMARY IS NOT INTENDED TO REPLACE THE PLAN DOCUMENTS OR COVERAGE MANUAL. EMPLOYEES ARE ENCOURAGED TO REVIEW THEIR COVERAGE MANUALS.

Side Letter 2001-01: "Rates of Pay & Longevity", Article XIV

WHEREAS, Employer and PBA Local 295 have recently completed collective bargaining negotiations and approved an agreement for the contract period January 1, 2001 through December 31, 2003; and

WHEREAS, Employer and PBA Local 295 representatives discussed and negotiated the placement of current members of PBA Local 295 at specific steps on the newly approved wage guide (Schedule A of the collective bargaining agreement); and

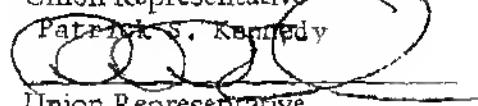
WHEREAS, both Employer and PBA Local 295 have determined that in order to facilitate efficient contract administration the parties should agree upon and memorialize the agreements reached pertaining to the wage guide.

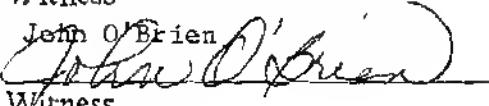
THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Current members of PBA Local 295 shall be placed at the steps contained in the wage guide as more fully set forth in the attached schedule.
2. The Payroll Office shall receive a copy of this side letter agreement.

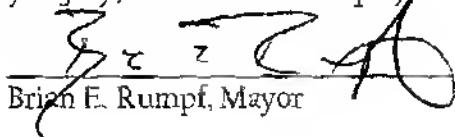
IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this

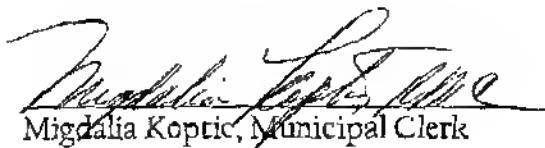
____ day of July, 2001 as to the Union:


Union Representative
Patrick S. Kennedy

Union Representative
David DiElmo


Witness
John O'Brien

Witness
John O'Brien

31 day of July, 2001 as to the Employer:


Brian F. Rumpf, Mayor


Migdalia Koptic, Municipal Clerk

SCHEDULE "A" TO SIDE LETTER 2001-01

Current police officers:

RATE 12/31/00	POLICE OFFICER	01/01/01	ANNIVERSARY 2001	01/01/02	ANNIVERSARY	01/01/03	ANNIVERSARY 2003
36,662	Schilling	38,500	45,000	47,000	50,000	53,000	60,000
36,662	Bezak	48,000	XXXXXXXXXX	57,000	XXXXXXXXXX	65,000	XXXXXXXXXX
36,662	Bogart	48,000	XXXXXXXXXX	57,000	XXXXXXXXXX	65,000	XXXXXXXXXX
36,662	Martin	48,000	XXXXXXXXXX	57,000	XXXXXXXXXX	65,000	XXXXXXXXXX
46,440	Hart	48,000	55,000	57,000	62,000	65,000	73,806
52,822	Thornton	55,000	60,000	62,000	67,011	73,806	XXXXXXXXXX
52,822	Jillson	XXXXXXXXXX	62,592	67,011	XXXXXXXXXX	73,806	XXXXXXXXXX
52,822	Maine	XXXXXXXXXX	62,592	67,011	XXXXXXXXXX	73,806	XXXXXXXXXX
59,243	Hawkins	62,592	XXXXXXXXXX	67,011	XXXXXXXXXX	73,806	XXXXXXXXXX
59,243	B. Kennedy	62,592	XXXXXXXXXX	67,011	XXXXXXXXXX	73,806	XXXXXXXXXX
59,243	McDowell	62,592	XXXXXXXXXX	67,011	XXXXXXXXXX	73,806	XXXXXXXXXX
59,243	Ventresca	62,592	XXXXXXXXXX	67,011	XXXXXXXXXX	73,806	XXXXXXXXXX
59,243	Wilson	62,592	XXXXXXXXXX	67,011	XXXXXXXXXX	73,806	XXXXXXXXXX
59,243	Nino	62,592	XXXXXXXXXX	67,011	XXXXXXXXXX	73,806	XXXXXXXXXX
59,243	Melega	62,592	XXXXXXXXXX	67,011	XXXXXXXXXX	73,806	XXXXXXXXXX
59,243	DiEmo	62,592	XXXXXXXXXX	67,011	XXXXXXXXXX	73,806	XXXXXXXXXX
59,243	P. Kennedy	62,592	XXXXXXXXXX	67,011	XXXXXXXXXX	73,806	XXXXXXXXXX
59,243	Walker	62,592	XXXXXXXXXX	67,011	XXXXXXXXXX	73,806	XXXXXXXXXX
59,243	Knapp	62,592	XXXXXXXXXX	67,011	XXXXXXXXXX	73,806	XXXXXXXXXX
59,243	DiMatteo	62,592	XXXXXXXXXX	67,011	XXXXXXXXXX	73,806	XXXXXXXXXX

SCHEDULE "A" TO SIDE LETTER 2001-01

Current police officers:

RATE 12/31/00	POLICE OFFICER	01/01/01 ANNIVERSARY 2001	01/01/02 ANNIVERSARY 2002	01/01/03 ANNIVERSARY 2003
59,243	Chadwick	62,592	XXXXXXXXXX	73,806
59,243	Kleshick	62,592	XXXXXXXXXX	73,806
59,243	Gulbert	62,592	XXXXXXXXXX	73,806
59,243	Arose	62,592	XXXXXXXXXX	73,806
65,044	Sledden	68,620	XXXXXXXXXX	80,314
65,044	O'Brien	68,620	XXXXXXXXXX	80,314
65,044	Buzby	68,620	XXXXXXXXXX	80,314
65,044	Brown	68,620	XXXXXXXXXX	80,314
65,044	Parker	68,620	XXXXXXXXXX	80,314
65,044	Williams	68,620	XXXXXXXXXX	80,314
65,044	Johnson	68,620	XXXXXXXXXX	80,314
65,044	Wood	68,620	XXXXXXXXXX	80,314

FOOTNOTES

1. The anniversary date of Bezak, Bogart and Martin coincides with January 1st.